

Weinberg, Adam@Waterboards

From: Buffy Fisher [REDACTED]
Sent: Saturday, July 16, 2022 7:34 AM
To: Weinberg, Adam@Waterboards
Subject: Re: Groundwater Reduction Plan
Attachments: Example LCS Worksheet.xlsx

EXTERNAL:

06/10/22

State Water Resource Control Board
1001 I St.
Sacramento, Ca. 95814

Re: 2022 Cooperative Solution - Buffy & Renee Fisher (Fisher Ranch)

To Deputy Director :

We own a small hay and cattle ranch in [REDACTED] Where we have made our living for the past 22 years. Our home ranch we own at [REDACTED] APN # 024-090-200. At our home ranch we irrigate approximately 70 acres. 65 of those acres we irrigate with a center pivot and the other 5 acres we irrigate with 2 short wheel lines and some hand lines. We also lease a ranch at [REDACTED] APN # 014-290-370. At that ranch we irrigate approximately 35 acres. All 35 acres are irrigated with wheel lines and hand lines.

Our conservation plan for the 2022 irrigation season is to leave the water off at the ranch we lease on [REDACTED] for the entire 2022 irrigation season and leave that land fallow for the year. When comparing the water usage of center pivots to wheel lines and hand lines we calculate that we will save much more than 30% of the water usage we had in 2020.

Sincerely, Buffy & Renee Fisher
[REDACTED]

Sent from my iPad

On Apr 7, 2022, at 1:28 PM, Weinberg, Adam@Waterboards <Adam.Weinberg@waterboards.ca.gov> wrote:

Link to plans on the website: [Information on Local Cooperative Solutions | California State Water Resources Control Board](#)

I've attached a demo spreadsheet that I put together. Thanks!

Adam Weinberg

Environmental Scientist

State Water Resources Control Board
Division of Water Rights, Instream Flow Unit

Adam.Weinberg@waterboards.ca.gov

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BINDING AGREEMENT



State of California – Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 Northern Region
 601 Locust Street
 Redding, CA 96001
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



GROUNDWATER USE REDUCTION AND BINDING AGREEMENT FOR LOCAL COOPERATIVE SOLUTION

BACKGROUND

Under the 2021 drought emergency regulation establishing drought emergency minimum flows in the Scott River and Shasta River watersheds,¹ local cooperative solutions (LCS) by individuals or groups may be proposed by petition to the Deputy Director as an alternative means of reducing water use to meet or preserve drought emergency minimum flows, or to provide other fishery benefits (such as cold-water refugia, localized fish passage, or redd protection), in lieu of curtailment.

RECITALS

1. Section 875(f)(4)(d) of the drought emergency regulation provides a specific type of LCS that was determined to be sufficient for approval by the Deputy Director;
2. For overlying or adjudicated groundwater diversions for irrigated agriculture described in section 875.5(f)(4)(d)(i) – (ii) [Scott River], the Deputy Director may approve a groundwater basin-wide, groundwater sub-basin-wide, or any number of individual local cooperative solutions totaling at least 400 irrigated acres where:
 - (i) The proposal is based on a binding agreement. “Such binding agreement may be made with a Coordinating Entity with the expertise and the ability to evaluate and require performance of the agreement, for example with the California Department of Fish and Wildlife (CDFW), the National Marine Fisheries Service, the Scott Valley and Shasta Valley Watermaster District, a non-profit organization with expertise and experience in water-saving transactions, or similar qualified entity. “
 - (ii) For the Scott River: “The proposal provides at least: 1) a net reduction of water use of 30 percent throughout the irrigation

¹ California Code of Regulations, title 23, sections 875–875.9.

season (April 1 – October 31), as compared to the prior irrigation season; and 2) a monthly reduction of at least 30 percent in the July 1 through October 31 period, as compared to the prior year or to 2020. Such reduction may be demonstrated by evidence that provides a reasonable assurance that the change in farming practice or other action results in at least the relevant proportionate reduction. Such evidence may include, but is not limited to: pumping reports; actions that will be taken to reduce water use; estimation of water saved from conservation measures or changes in irrigation or planting decisions; and electric bills.”

PROPOSED LOCAL COOPERATIVE SOLUTION

On June 10, 2022, Buffy & Renne Fisher DBA Fisher Ranch (Landowner) proposed an LCS authorized by 23 CCR §§ 875(f)(4)(d) of the regulation for the 2022 irrigation season. It includes a final conservation plan, narrative, and field maps incorporated by reference. The proposal uses the year 2020 as the baseline; it includes detailed spreadsheets and a narrative that describes fallowing of 35 acres. The specific conservation practices within the narrative offer concise and appropriate monitoring elements enabling the California Department of Fish and Wildlife to assume the role of a Coordinating Entity to implement a binding agreement described in “i” above. The mathematically calculated conservation plan accounts for a net reduction of approximately 40.7% to meet the requirement described in item “ii” above.

TERMS OF BINDING AGREEMENT

The Landowner is required to adhere to the proposed conservation plan, as submitted to CDFW and approved by the State Water Board. The Landowner has requested that CDFW serve as the coordinating entity. The Landowner and CDFW agree to the following:

- For the duration of this binding agreement where CDFW is the coordinating entity, the Landowner shall give CDFW and CDFW agents the right to reasonably access the included parcels for the limited purpose of verifying execution of the conservation plan. Any individual not directly employed or contracted by CDFW shall provide pre-notification to, and shall obtain approval by, the Landowner.
- CDFW will strive to notify the Landowner a day in advance of visiting the parcels and shall provide the Landowner or a designee the ability to participate in the monitoring inspection.

- It is anticipated that CDFW representatives will visit the property approximately twice per month. A monitoring inspection may include verification of any or all the actions described in the conservation plan and may include inspection checklist/notes/report and photo verification.
- Any photos, logs, checklists, and other documentation for this conservation strategy incorporated by reference will be transmitted by the Landowner via email to the Klamath Watershed Program at klamathwatershed@wildlife.ca.gov. This information for each month shall be transmitted within the first 7 calendar days of each calendar month.
- CDFW will submit the Information regarding the verification materials and actions described in this agreement, and conservation plan incorporated by reference, to the State Water Board upon request, for the purposes of verifying compliance with the LCS.
- This binding agreement is not intended to preclude, harm, or otherwise interfere with the Landowner's ability to secure any funding to mitigate the financial impacts imposed by the emergency regulation or proposed conservation practices. CDFW supports use of funding programs to ameliorate the costs of implementing the conservation practices described in the proposed conservation plan: planning and cooperation under a voluntary LCS should not undermine the ability to receive such funding.
- This binding agreement may be terminated by either party with 30 days' notice. The Coordinating Entity will only terminate the agreement if the Landowner is not cooperating with the terms of this binding agreement (e.g., is not providing access, is not reporting, etc.). Both parties agree to take reasonable measures to resolve any concerns related to performance of the conservation plan, negative human interaction, or any other unforeseen circumstance prior to invoking termination.
- It is recognized that as the irrigation season unfolds, there may be reason to change the terms of the conservation plan or this agreement regarding its implementation and verification. Any such changes to the conservation plan or binding agreement will need to offer continued compliance with the drought emergency regulations and shall be agreed upon by both parties as well as the State Water Board.

Contact Information	
California Department of Fish and Wildlife Carmen Tull klamathwatershed@wildlife.ca.gov 916.203.1947	Fisher Ranch Buffy & Renne Fisher [REDACTED] [REDACTED]

This Binding Agreement is valid while the current drought emergency regulation is in place. By signature, both parties agree and memorialize CDFW as the Coordinating Entity for this binding agreement. The Landowner shall include one signed copy with its petition to the SWB, return one signed copy to CDFW, and retain a signed copy of this binding agreement and have the conservation plan readily available at its residence in the event any questions arise from either party during implementation or monitoring.

Authorized Landowner Signature:

Sign Here:  _____ Date Signed: 9/12/2022

Authorized Coordinating Entity Signature:

Sign Here:  _____ Date Signed: 8/26/2022

SUPPORTING INFORMATION

Field	Acreage	Crop	2020 Irrigation Method	How is monthly water use calculated	April water use (AF)	May water use (AF)	June water use (AF)	July water use (AF)	August water use (AF)	September water use (AF)	October water use (AF)	Total water use (AF)
Home Ranch Pivot	65	Alfalfa/pasture	Pivot	540 gpm x 60 minutes x 96 hour sets x 4 sets per month	38.18	38.18	38.18	38.18	38.18	38.18	38.18	267.23
Home Ranch wheel lines and hand lines	3	Pasture	wheel lines and hand lines	20 nozzles x 9 gpm x 60 minutes x 18 hours per day x 16 days/month	9.54	9.54	9.54	9.54	9.54	9.54	9.54	66.81
Home ranch irrigation gun	2	Pasture	irrigation gun	60 gpm x 60 minutes x 12 hours per day x 16 days per month	2.12	2.12	2.12	2.12	2.12	2.12	2.12	14.85
Moffett Creek Ranch	35	Alfalfa	wheel lines and hand lines	Fallowed	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Acreage	105			2022 Monthly total:	49.84	49.84	49.84	49.84	49.84	49.84	49.84	348.89
				2020 Monthly total:	84.01	84.01	84.01	84.01	84.01	84.01	84.01	588.08
				Percent Reduction				41%	41%	41%	41%	41%